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**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

*[Protest Concerning Army Contract for Intrusion Detection System*

FILE: B-200610

DATE: April 29, 1981

MATTER OF: Security Assistance Forces & Equipment  
Export Corporation

**DIGEST:**

1. Government is not required to compensate advantage prior contractor enjoys in procurement as result of its experience since advantage is not result of preference.
2. Government generally is not required to permit potential offeror to visit Government facilities at which contractor will not be required to perform.
3. Submission of offers by two affiliated firms does not constitute collusion unless firms attempt to eliminate competition.
4. Protest is untimely where protester initially files protest with agency and allows four months without response to pass before filing protest with GAO.

Security Assistance Forces & Equipment Export Corporation (SAFE) protests the Army's refusal to permit SAFE to examine certain contractor-installed intrusion detection systems in connection with request for proposals No. DAJA37-80-R-0651. A contract under that solicitation was awarded to Taylor GmbH. SAFE's proposal was substantially higher than Taylor's.

The crux of SAFE's protest is that [it believes the type of systems being procured] (Government-owned Joint Service Interior Intrusion Detection Systems) [are very difficult to install and Taylor GmbH enjoyed a competitive advantage since it had been permitted to examine identical systems successfully installed by a contractor.]

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We deny the protest. [SAFE's complaint is without merit because the record indicates that any advantage enjoyed by Taylor GmbH resulted from its prior contract to supply identical services to the Army, and thus whatever advantage it had accrued to it as a result of its prior performance. The Government is not required to compensate for advantages enjoyed by an incumbent unless it results from a bias or preference.] Security Assistance Forces & Equipment International, Inc., B-199377, March 17, 1981, 81-1 CPD \_\_\_\_. There is no evidence of such a bias or preference in this case.

Moreover, [an agency generally is not required to permit a potential offeror to visit Government facilities at which the contractor will not be required to perform.] See Security Assistance Forces & Equipment International, Inc., B-199366, February 6, 1981, 81-1 CPD \_\_\_\_. While such a visit might have helped the protester to prepare its offer and reduced the risk in submitting an offer, our decisions have recognized that some risk is inherent in most contracts, and offerors are expected to allow for the risk in computing their offers. The presence of such risk does not make a solicitation improper. Security Assistance Forces & Equipment International, Inc., B-199377, supra.

In any event, [SAFE was in fact afforded two opportunities to attend a preproposal conference in connection with another procurement for the intrusion systems] (which was the subject of SAFE protest B-199366) [where functioning Government installed systems were made available for inspection. SAFE chose not to attend, but insisted it be permitted to inspect a contractor-installed system instead.] Our decision found the agency's actions in limiting the inspection to be reasonable. [Security Assistance Forces & Equipment, Inc., B-199366, February 6, 1981, 81-1 CPD 71, aff'd. on reconsideration, B-199366.2, March 17, 1981, 81-1 CPD 199. We are not persuaded that a contrary result should obtain here. Therefore, we have no basis to object to the Army's actions.

[SAFE also alleges that Taylor GmbH has "essentially the same ownership" as another offeror, and that their both having submitted offers in the same procurement constituted collusion.] Alone, without evidence of an attempt to eliminate competition from other companies, [the submission of offers by two affiliated firms does not constitute collusion.] Informatics, Incorporated, B-181642, February 28, 1975, 75-1 CPD 121.

[SAFE does not even allege that the two offerors attempted to eliminate competition. Therefore, we also deny this ground of protest.]

Finally, [four months after filing its initial protest, SAFE submitted a letter requesting for the first time that we review] a matter [the Army's failure to allegedly follow through on an alleged agreement] to provide SAFE an opportunity to reduce its price in return for the Army's promise to provide logistical support) last raised in a letter to the Army dated October 2, 1980. [Assuming that SAFE's letter conveyed an intention to protest this matter with the agency, which is not clear, SAFE was only entitled to wait a reasonable amount of time for the Army's response before, in order to be timely, it was required to file a protest with this Office. Since SAFE did nothing until four months later, it did not diligently pursue this ground of protest and we dismiss it as untimely filed.] See Westwood Pharmaceuticals Inc., B-191443, March 31, 1978, 78-1 CPD 261.

[The protest is denied in part and dismissed in part.]

*Milton J. Fowler*

Acting Comptroller General  
of the United States